

AG Contract No KR03-1108TRN  
ADOT ECS File No. JPA 03-011  
TRACS No H 4160 01C  
Section: Traffic Signal SR 95 at South  
McCulloch Blvd.  
5 Year Project Item No. 71204

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
LAKE HAVASU CITY

THIS AGREEMENT is entered into 19 November, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and LAKE HAVASU CITY, acting by and through its MAYOR and CITY COUNCIL (the "CITY").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to the State's widening improvements of SR 95 in Lake Havasu City, it is the intent of the State and the City to participate in the design, construction, and maintenance of a new warranted traffic signal at the intersection of SR 95 and South McCulloch Boulevard (MP 177.00). The parties hereto agree that the State will design, construct and maintain the traffic signal at an estimated cost of \$160,000.00 and the City will provide electrical services to operate the signal, hereinafter referred to as the "Project". The City agrees to be responsible for the additional costs of the installation of emergency pre-emptive equipment to the signal, for the benefit of the traveling public.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

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NO. 26447  
Filed with the Secretary of State  
Date Filed: 11/19/03

Janice K. Brewer  
Secretary of State

By: Vinny D. Greenwald

**II. SCOPE OF WORK****1. The State will:**

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate or resolve City review comments.

b. Administer all change orders associated with the Project, and make payments to the contractor(s).

c. Be responsible for 50% of the estimated total cost of \$160,000.00 for the traffic signal Project, (except the cost of emergency pre-emptive equipment estimated at \$6,000.00), and 50% of any increases over the estimated cost of the Project. Be responsible for any contractor claims for extra compensation due to delays or whatever reason, attributable to the State.

d. Upon execution of this agreement, invoice the City's estimated participation costs of the Project. At time of final billing, require the City to provide a letter from the Project Manager or other responsible engineering official, that the work on this Project is complete and considered acceptable by the State's assigned Project Manager or other responsible engineering official and that the project is ready to be closed.

e. Upon completion and acceptance of the traffic signal by the City, provide maintenance to the signal and ancillary equipment, all at the State's expense.

**2. The City will:**

a. Review the design documents and provide comments.

b. Be responsible for 50% of the estimated total cost of the traffic signal for the Project, and 50% of any increases over the estimated cost of the Project. Be responsible for any contractor claims for extra compensation due to delays or whatever reason, attributable to the City.

c. Be responsible for 100% of the costs of the emergency pre-emptive equipment for the traffic signal estimated at \$6,000.00.

d. Be responsible to provide a letter from the Project Manager or other responsible engineering official, at time of final billing that the work on this Project is complete and considered acceptable by the State's assigned Project Manager or other responsible engineering official and that the project is ready to be closed.

e. Upon completion, approve and accept the signal Project on behalf of the parties hereto, and provide electrical energy to operate the signal, all at City expense.

f. Grant the State right-of-entry access outside the State right-of-way as required to perform maintenance of the signal and ancillary equipment.

### **III. MISCELLANEOUS PROVISIONS**

1 This agreement shall remain in force and effect until completion of said project and reimbursements; provided, however, that this agreement, except any provisions for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon sixty (60) days written notice to the other party.

2 This agreement shall become effective upon filing with the Secretary of State.

3 This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4 The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract

5 In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6 All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007  
FAX: 602-712-7424

Lake Havasu City  
City Manager  
2330 McCulloch Blvd  
Lake Havasu City, AZ 86403

7 In accordance with Arizona Revised Statutes Section 11-952, (D) attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form

8 This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination"

9 Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

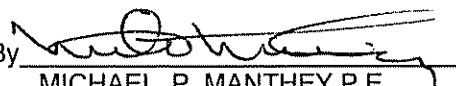
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LAKE HAVASU CITY

STATE OF ARIZONA

Department of Transportation

By   
BRUCE WILLIAMS  
City Manager

By   
MICHAEL P. MANTHEY P.E.  
State Traffic Engineer

ATTEST

By   
CARLA SIMENDICH  
City Clerk

RESOLUTION NO. 03- 1774

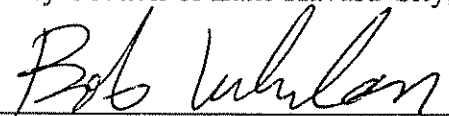
**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF LAKE HAVASU  
CITY, MOHAVE COUNTY, ARIZONA, AUTHORIZING THE  
CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL  
AGREEMENT WITH THE STATE OF ARIZONA (ADOT)  
FOR CONSTRUCTION OF THE  
SOUTH MCCULLOCH/STATE ROUTE 95 TRAFFIC SIGNAL**

WHEREAS, the Arizona Department of Transportation has agreed to be the lead agency, design and construct the South McCulloch/State Route 95 Traffic Signal and bill Lake Havasu City for 50% of the construction costs of the signal and 100% of the Opticom Pre-emption Device costs; and


WHEREAS, Lake Havasu City agrees to reimburse ADOT for 50% of the construction costs and 100% of the Opticom Pre-emption Device costs, and provide electrical service for the traffic signal;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council hereby approve this intergovernmental agreement for the intent and purpose stated above, and authorize the City Manager to execute said agreement with the State of Arizona (ADOT) relating to the South McCulloch/State Route 95 Traffic Signal.

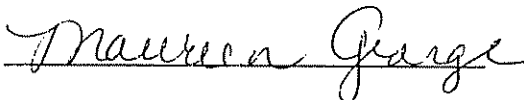
PASSED AND ADOPTED by the Mayor and City Council of Lake Havasu City, Arizona, this 12<sup>th</sup> day of August, 2003.

  
Bob Whelan, Mayor

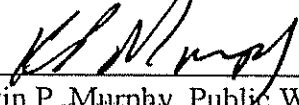
ATTEST:

  
Carla Simendich, City Clerk

APPROVED AS TO FORM  
LAKE HAVASU CITY ATTORNEY'S OFFICE:

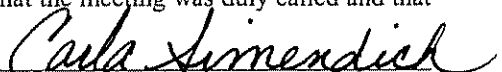
BY: 

REVIEWED BY:

  
Kevin P. Murphy, Public Works Director

CERTIFICATION

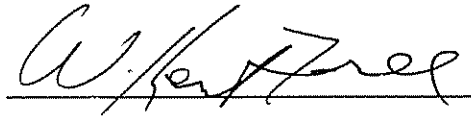
I hereby certify that the foregoing is a true, complete and accurate copy of a resolution duly passed and adopted by the Lake Havasu City Council at their Regular Meeting held on the 12<sup>th</sup> day of August, 2003. I further certify that the meeting was duly called and that a quorum was present.

  
Carla Simendich, City Clerk

APPROVAL OF THE CITY OF LAKE HAVASU ATTORNEY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF LAKE HAVASU, an agreement among public agencies which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954 and declare this agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 4<sup>th</sup> day of September, 2003.

A handwritten signature in cursive script, appearing to read 'W. Kent Free', is written over a horizontal line.

City Attorney



OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE: 602.542.8855

TERRY GODDARD  
ATTORNEY GENERAL

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR03-1108TRN (JPA 03-011), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED November 12, 2003.

TERRY GODDARD  
Attorney General

A handwritten signature in cursive script, reading "Susan E. Davis", written over a horizontal line.

SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

/ss

att.